

DHS EZ FORM FOR PASS THROUGH CONTRACT WITH LOCAL AUTHORITY/AGENCY CONTRACTOR (LAC)

The DHS EZ form must be completed and electronically forwarded to BCM whenever a new LAC is requested. The EZ form does not include all of the provisions in the LAC boilerplate. It contains only those provisions or options that vary from contract to contract. All instructions for the EZ Form are in italics and will not be included in the final copy of the contract.

Conflict of Interest Certification (government entities only) **or Conflict of Interest Disclosure Statement(s)** must be completed by the Contractor and submitted with the EZ Form.

After the completed EZ form is submitted to BCM, BCM will prepare the requested contract on the LAC boilerplate. A copy of the final contract prepared by BCM will then be given back to the Division for review and correction.

Log No. _____ (The log number is assigned by BCM. It is used to identify and track the contract through the contracting process)

CONTRACTING PARTIES: Complete the information below as requested. The accuracy of all LAC information should be verified with the LAC prior to submission to BCM! A W-9 form signed by the LAC must accompany the contract request to verify the accuracy of the LAC's Name and IRS number.

Insert the Name and Address of Contracting Division/Office/Unit		
Insert Name and Address of Region, if any		Insert Abbreviated name for Division/Office/Unit DHS/ _____
Insert Full Legal Name and Address of LAC		
Insert IRS No. (EIN) of LAC		
Mark the Legal Status of LAC	<input type="checkbox"/> Area Agency on Aging <input type="checkbox"/> Local Mental Health Authority <input type="checkbox"/> Local Substance Abuse Authority	

*****DOUBLE CLICK ON (☐) BOXES TO CHECK AND UNCHECK.**

QUESTIONS REGARDING THIS CONTRACT: Identify the representative/individual in the contracting Division/Office/Unit to whom questions about the contract may be directed:

Insert Title of the Division Representative		Insert Name of the Division Representative (Optional)	
Insert the Telephone of the Division Representative			
Insert the Address of the Division Representative			

ATTACHMENTS

All documents/information to be attached to the contract must be identified below.

☐ ATTACHMENT __: **Notice of Funding Allocation (Sample Document)**
(The Notice of Funding Allocation (Sample Document) is always required as an attachment if the contract being drafted is a multi-year pass through contract. There is no standard attachments for single year pass through contracts.)

☐ ATTACHMENT __: **Sole Source Provider Approval** When a contract is the result of a sole source procurement, the sole source letter must be attached to the contract as an attachment. "Attachment __" should also be marked on the sole source letter itself.

☐ ATTACHMENT __: **Self-Insurance Approval** (statement from the DHS Deputy Director required) If the LAC has been pre-approved by the DHS Deputy Director to be self-insured, mark this box and identify it appropriately. The Deputy Director's letter approving the LAC's self-insured status should also be marked appropriately.

☐ ATTACHMENT __: **Local Authority/Agency Corrective Action Plan** The corrective action plan developed to help the LAC correct identified deficiencies in its performance.

OTHER ATTACHMENTS: List all other attachments to the contract below. Each attachment identified below must be approved by BCM before the contract is submitted to BCM for processing.

☐ ATTACHMENT __:
☐ ATTACHMENT __:
☐ ATTACHMENT __:

PART I: GENERAL PROVISIONS

SECTION A: CONTRACT DESCRIPTION AND SPECIFICATIONS

1. **PURPOSE AND SCOPE OF CONTRACT:** Briefly describe the purpose of the Contract with the LAC. (Example: "To provide funding to the Local Authority/Agency for substance abuse services to individuals within its geographical service area and to identify any requirements with which the Local Authority/Agency must comply in order to receive the funding.") This description must be consistent with the service description in Part II, "Scope of Work and Special Conditions", Part III, "Performance Measures and Client Outcomes" and the description used in procurement.

2. **CONTRACT PERIOD:**
Please check one of the following:

- ☐ This contract is for **one year** only.
- ☐ This contract is a **multi-year** contract.

Effective Date: _____. Insert the start date of the contract. The Division determines when the contract will start, *however*, (1) the effective date of the contract cannot be before the date the contract was awarded by Purchasing; (2) the LAC may not provide services until **the contract has been signed by all parties and the procurement agent**; and (3) contracts initiated more than ninety days after the effective date of the contract must be accompanied by a justification letter addressed to the DHS Deputy Director explaining why the contract was not completed prior to the effective date.

OR

- ☐ **Effective the date of Procurement Signature** Check here if services are not currently being provided and if they will not be provided until the contract has been completed

Termination Date: _____. Insert the end date of the contract. The Division determines when the contract will end; *however*, the end date cannot be after the end date listed in the underlying Procurement. It is also noted that Department practice currently prohibits writing contracts for longer than three years. If the length of the contract is to exceed three years, prior approval must be obtained from the DHS Deputy Director

5. **COMPENSATION FOR THE LOCAL AUTHORITY/AGENCY:**
Complete ONE of the following options:

Fixed Amount of Compensation _____. For single year contracts, insert the total dollar amount that may be spent under the contract.

Fixed Amount of Compensation in First Year of Contract _____. For multi-year contracts, insert the total dollar amount that may be spent by the LAC in the first year of the contract period

Also insert the first fiscal year of the contract period. **Fiscal Year** _____

6. **FUNDING SOURCES AND FUNDING REDUCTIONS:**

Complete the table below with the CFDA or Compliance Number and Title for each funding source that will be used to make payments on the contract during the first year of the contract period (this information will be updated each year of the contract). (The Percentage/Amount information is optional.) The information necessary to complete this table may be obtained from your Budget Officer.

CFDA OR STATE COMPLIANCE #	FEDERAL OR STATE (ORIGINAL) FUNDING SOURCE	ESTIMATED PERCENTAGE OR AMOUNT (optional)
<i>TOTAL</i>		

8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**

- c. The approved Area Plan the Local Authority/Agency is required to submit for each of the State Fiscal Years covered under this Contract and any attachments to that Area Plan. Copies of each Area Plan and its attachments may be obtained from DHS/_____ by contacting _____. *Insert the name or title of the individual in the Division from whom copies of the LAC's Area Plan may be obtained.*

SECTION C: LOCAL AUTHORITY/AGENCY'S COMPLIANCE WITH APPLICABLE LAWS

9. **RESTRICTIONS ON CONFLICTS OF INTEREST:** *The LAC and any governmental subcontractors may submit to the Division a written certification of compliance or disclose all conflicts of interest. In a certification of compliance, both the LAC and its governmental subcontractors must certify that they have and maintain a written policy requiring their representatives to disclose all existing, potential and contemplated conflicts of interest. In addition, they must complete and submit a "Conflict of Interest Disclosure Statement" addressing any conflict that relates to the contract and involves any payment or transaction or salary worth \$2,000.00 or more in a single fiscal year.*

If the LAC and its governmental subcontractors choose not to send in the written certification of compliance, they must submit to the Division a "Conflict of Interest Disclosure Statement" for each individual with an existing or potential conflict of interest.

f. Disclosing Conflicts of Interest to DHS:

CHECK OPTION (a)&(b) or (c) below

- (1) **Requirements for Governmental Entities Such As the Local Authority/Agency and Its Governmental Subcontractors.** Before entering into this Contract or a subcontract related to this Contract, the Local Authority/Agency and any governmental subcontractors shall comply with the following requirements:

☐ (a) **Certification of Compliance.** The Local Authority/Agency and its governmental subcontractors shall submit to DHS/_____ a written certification, in which they certify that they maintain a written policy as required by Paragraph (9)(e) above. The certification shall also provide that the Local Authority/Agency and the governmental subcontractor monitor for compliance with the Conflict of Interest provisions of this Contract and that they can reasonably assure DHS/_____ that Representatives with a potential Conflict of Interest do not:

- (i) make or influence decisions or set policies that affect this Contract;
- (ii) monitor the performance of this Contract; or
- (iii) become involved in or otherwise benefit from the performance of this Contract.

A form entitled "Conflict of Interest Certification" is available from DHS/_____, and may be obtained through a DHS/_____ Contract Representative or through the DHS Bureau of Contract Management web site: <http://www.dhs.utah.gov/policy.htm#Bureau of Contract Management>.

If “(a)” is checked above, “(b)” must also be checked

- ☐ (b) **Disclosure of Substantial Conflicts of Interest:** Before entering into this Contract or a subcontract relating to this Contract, the Local Authority/Agency and its governmental subcontractors shall disclose to DHS/_____ any Conflict of Interest that relates to this Contract or the services provided under this Contract if the Conflict of Interest involves any payment or transaction or salary worth \$2,000 or more in a single state fiscal year. For all such Conflicts of Interest, the Local Authority/Agency or governmental subcontractor shall submit a Disclosure Statement which includes all of the information required by Paragraph (9)(f)(2) below. The Local Authority/Agency or governmental subcontractor shall also comply with the requirements of Paragraph (9)(f)(3) regarding the continuing duty to disclose these Conflicts of Interest.
- ☐ (c) **Option to Disclose All Conflicts of Interest:** In lieu of complying with the certification-and-disclosure requirements of this Paragraph (9)(f)(1), the Local Authority/Agency and its governmental subcontractors have the option to comply with the disclosure requirements for *non-governmental* subcontractors. ***See Paragraph (9)(f)(2) of the contract for these requirements***

SECTION D: COMPLIANCE MONITORING AND RECORD-KEEPING RESPONSIBILITIES

2. **REVIEW OF LOCAL AUTHORITY/AGENCY'S REPORTS AND BILLS:** *Identify the LAC's Representative for billings and reports. The position and/or person identified must be the individual who prepares the billings and required financial reports for the LAC*

Title		Name (Optional)
Telephone		
Address		

PART II: SCOPE OF WORK AND SPECIAL CONDITIONS

DESCRIPTION OF THE SERVICES OR SUPPORTS TO BE PROVIDED UNDER THIS CONTRACT.

In completing this part of the Contract, state in detail the resources the LAC must have and what the LAC must do (performance criteria) to successfully provide the services or supports required by this Contract. The description of the performance criteria the LAC must meet must be detailed enough to allow DHS/_____ or DHS to effectively monitor the Local Authority's performance.

(For more detailed instructions on how to complete this part of the contract, please refer to the Monitoring Handbook for Performance Based Contracts.)

Insert Part II information below:

PART III: PERFORMANCE MEASURES AND CLIENT OUTCOMES

The Local Authority/Agency shall comply with the following objectives and evaluation requirements:

Instructions: *This Contract must include specific objectives (goals) for both the LAC's services or supports, and, when applicable, the individual clients the LAC serves. DHS/_____ may work with the LAC in developing these objectives. The objectives included in the contract must be based upon observable and measurable behavior that is time-limited and has clear criteria for success.*

1. **Program Performance Objectives.** *The first step in developing program performance objectives is to identify program performance measures. Program performance measures answer the question: "How well is the agency or program service delivery working?" These measures focus on the intended performance of the LAC and indicate the extent to which the LAC is meeting its short and long-term goals. Although program performance measures encompass contract compliance, their scope is much broader than compliance alone. Their purpose is to assess both program implementation and program impact in order to improve program planning and monitor program development. Program performance measures might include topics such as "protecting the community" or "family preservation".*

Once appropriate program performance measures have been identified, specific program performance objectives designed to define and quantify the identified measures can be developed. For example, a program performance objective related to a measure of protecting the community might be "5% fewer clients will go AWOL in the current year than in the previous year." AWOLs is one way to define what "protecting the community" means. AWOLs are also measurable so long as appropriate data is maintained and this fact allows one to assess progress toward the stated objective.,

(For more detailed instructions on how to complete this part of the contract, please refer to the Monitoring Handbook for Performance Based Contracts.)

Insert Part III information below:

PART IV: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. LOCAL AUTHORITY/AGENCY'S SPECIFICS:

Complete the following LAC information as requested. All information is **required**. Once again, the accuracy of the requested information should be verified with the LAC prior to submission to BCM.

a. Insert billing name and address of the LAC (*this is the address the LAC wants its payments sent to)	
b. Insert LAC's IRS number (*Provider ID in USSDS)	

*Verify the billing address in USSDS (PR16) and select the Provider ID that corresponds with the billing address desired. If "NO PROVIDER ON FILE" appears in USSDS. BCM will enter the Contractor's Name and Address into USSDS exactly as it appears above.

c. Insert LAC's telephone number	
d. Insert address and location where services will provided (This is not necessarily the LAC's mailing address)	
e. Insert name and address of the entity or individual preparing LAC's audit report or financial statement	
f. (Multi-year contracts only) Insert the name or title of the position authorized to receive the Notice of Funding Allocation on behalf of the LAC	

2. CONTRACT PAYMENT:

Insert the line item allocations for services under this Contract during the first year of the contract in the following table:

Service Name	Service Code	Reimbursement Maximum
TOTAL		

3. **METHOD AND SOURCE OF PAYMENTS TO THE LOCAL AUTHORITY/AGENCY:**

To obtain payment for the services provided under this Contract, the Local Authority/Agency shall submit to DHS/_____, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation required by the appropriate billing form supplied by DHS/_____. DHS/_____ shall then reimburse the Local Authority/Agency by a warrant drawn against DHS or the State of Utah. The Local Authority/Agency shall bill DHS/_____ only for actual costs allowable under the federal and DHS cost principles referred to in Part V ("Cost Accounting Principles and Financial Reports"), and the Local Authority/Agency shall maintain records that adequately support the allowability of these costs.

a. **Billing Forms:**

- ☐ DHS Form 1032a (to be used by area agencies on aging).
- ☐ DHS Form 1032b (to be used by mental health and substance abuse authorities).
- ☐ DHS Form 520 (to be used by mental health authorities, but only for services tied to a specific client as required by appropriations from the Utah State Legislature).

b. **Other Instructions:** *If the Division has any special billing instructions, those instructions should be stated here. If the contract provides for a guaranteed minimum and if there are conditions under which the guaranteed minimum will be increased, those conditions should also be stated here.*

6. **MATCHING FUNDS:** *If the Contract requires the LAC to provide matching funds, complete the appropriate option(s) below. If this is a multi-year contract, state the match for the first year of the contract period.*

The Local Authority/Agency shall provide the following "match" (***check all that apply***):

- ☐ In-kind services valued at \$_____.
- ☐ Cash in the amount of \$_____.

PART VIII: DISCLOSURE OF LOBBYING ACTIVITIES

Title 31 United States Code (USC) § 1352 requires Contractors with a contract in excess of \$100,000 to certify that they will not and have not used government appropriated funds to influence an officer or employee of any agency in connection with obtaining a contract, grant, or award. If Contractor meets the criteria for disclosure set forth in the above-cited section, Contractor shall complete and submit to the required federal entity, a Disclosure of Lobbying Activities form. Both this form and instructions for completing it can be found at the following website: <http://www.whitehouse.gov/omb/grants/sflllin.pdf>

PART IX: JURISDICTION, ACKNOWLEDGEMENT AND EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties executed this Contract:

The LAC signature is always required. Generally more than one individual signs on behalf of the LAC. The Division must obtain the names and titles of all of the individuals who will be signing the contract for the LAC and include signature blocks for all signatories.

LOCAL AUTHORITY/AGENCY

By: _____
 Type name: _____
 Title/Position: _____
 Name of Local Authority/Agency: _____
 Date: _____

By: _____
 Type name: _____
 Title/Position: _____
 Name of Local Authority/Agency: _____
 Date: _____

All contracts must include a signature block for Purchasing. If the contract is for client services, it is signed by the DHS Purchasing Agent in BCM. If the contract is for non-client related services, it is signed by State Purchasing. Mark the appropriate signature box.

☐

By: _____
 Douglas G. Richins, Director
 State Division of Purchasing
 Date: _____

☐

By: _____
 Rosalie Nance, Purchasing Agent
 DHS Bureau of Contract Management
 Date: _____

APPROVED

State Finance must approve and sign all contracts that:
 (1) will exceed \$8000 during the life of the contract; or
 (2) are paid through FINET. (If the contract is a Unit of Service, Non-Fixed Amount contract, it does not go to State Finance.) Mark the box below if State Finance's signature is required.

☐

By: _____
 Richard Barker, Contract Analyst
 State Division of Finance
 Date: _____

The Division director or designee must sign all contracts. Fill in the name and title of the individual who will be signing the contract on behalf of the Division.

DHS/ _____

By: _____
 Type name: _____
 Title: _____
 Division or Office: _____
 Date: _____

Check this box if the Division requires a Regional signature on the contract. Fill in the name and title of the individual who will be signing the contract for the Region.

REGION

☐

By: _____
 Type name: _____
 Title: _____
 Division or Office: _____
 Date: _____

The Division budget officer must sign all contracts. Fill in the name of the budget officer who will be signing the contract.

APPROVED AS TO AVAILABILITY OF FUNDS

By: _____
 Type name: _____
 Title: _____
 Division or Office: _____
 Date: _____